

1 BILL NO. S-81-12-*24*

2 SPECIAL ORDINANCE NO. S-*310-81*

3 AN ORDINANCE approving City Utilities
4 Purchase Order No. A-010119, with
Husky Industries, Inc., for powdered
activated carbon for the Filtration Plant.

5
6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
7 FORT WAYNE, INDIANA:

8 SECTION 1. That City Utilities Purchase Order No.
9 A-010119, dated November 25, 1981, between the City of Fort Wayne,
10 by and through the City Utilities Purchasing Agent and the Board
11 of Public Works and Husky Industries, Inc., for:

12 the 9182 requirements for powdered
13 activated carbon for the Filtration
Plant,

14 at a cost of approximately 350 tons @ \$460.00 per ton, all as
15 more particularly set forth in said Purchase Order, which is on
16 file in the Office of the Department of Purchasing and is by
17 reference incorporated herein and made a part hereof, be and the
18 same is in all things ratified, confirmed and approved.

19 SECTION 2. That this Ordinance shall be effective
20 upon passage and approval by the Mayor.

21 
22 COUNCILMAN

23
24 APPROVED AS TO FORM AND
25 LEGALITY DECEMBER 4, 1981

26 
27 BRUCE O. BOXBERGER, CITY ATTORNEY
28
29
30
31
32

Read the first time in full and on motion by Burns,
seconded by Eisbark, and duly adopted, read the second time
by title and referred to the Committee City of Wayne (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on 12-22-81, the 12-22-81 day of December,
1981, at 12:00 o'clock M.,E.S.T.

DATE: 12-22-81.

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns,
seconded by Dalton, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>5</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>NUCKOLS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT, D.</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT, V.</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHOMBURG</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 12-22-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) NO. A-310-81
on the 22nd day of December, 1981.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

ATTEST: (SEAL) John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 23rd day of December, 1981, at the hour of
10:00 o'clock A M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 28th day of Dec.
1981, at the hour of 3 o'clock P M.,E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

S-81-12-24

BILL NO.

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving City Utilities Purchase Order No. A-010119,
with Husky Industries, Inc., for powdered activated carbon for the
Filtration Plant

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE *pp* / PASS,

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALABICO

ROY J. SCHOMBURG

12-22-8

CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

11

CITY UTILITIES AND
CIVIL CITY OF
FORT WAYNE 1980

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS, ETC., TO:

NUMBER ONE EAST MAIN STREET, ROOM 940
FORT WAYNE, IN 46802

FILTRATION PLANT
ONE MAIN STREET
FORT WAYNE IN 46802

210

HUSKY INDUSTRIES
R-5 Box 275
Dunneillon FL 32630

7512-01

DELIVER TO: DEPARTMENT OR DIVISION:

FILTRATION PLANT
GRISWOLD DRIVE
FORT WAYNE IN 46805

CASH DISCOUNT TERMS: % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
TAX EXEMPT (UNLESS OTHERWISE INDICATED)				
BLANKET PURCHASE ORDER FOR 1982				
Powdered Activated Carbon - approx. 350 tons @ \$460.00 per ton. Freight to be assumed by buyer.				
BID REFERENCE NO. 619				
SUBJECT TO COUNCILMANIC APPROVAL				
ORD. NO. _____				
DATE: _____				
FOR INFORMATION: AARON M. GLUCK (219) 423-7677				

COMPLIANCE WITH THE
DECEMBER DATE RE-
QUEST WILL AVOID
"FOLLOW UP" CORRE-
SPONDENCE.

UNLESS OTHERWISE INDICATED, THE CHARGES OWN
INCLUDE ALL CHARGES
FOR DELIVERY, PACKING,
AND NECESSARY TO COM-
PLETLY DELIVER TO THE
DESTINATION SPECIFIED.

NOTE

READ
INSTRUCTIONS ON
THE BACK OF THIS
ORDER

THE CONTRACTOR OR VENDOR
BY ACCEPTING THIS ORDER
AGREES TO THE GENERAL CON-
DITIONS AND TERMS OF AGREEMENT
ON THE BACK OF THIS ORDER.

UNLESS OTHERWISE INDICATED,
THE PRICES SHOWN DO NOT INCLUDE
TAXES OF ANY KIND.

IF THIS ORDER DOES NOT
AGREE WITH YOUR QUO-
TATION, PLEASE RETURN
IT WITH AN EXPLA-
NATION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED
BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPEND-
ITURE THEREFORE HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS
AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE
IN THIS OFFICE.

CITY CONTROLLER

DIRECTOR OF PURCHASES

PER _____

PER _____

BID EVALUATION

ITEM: 619

BID #: Activated Carbon

MEMORANDUM

To: Board of Public Works Date: 11/20/81
From: Aaron M. Gluck, Director of Purchases
Subject: Bid Reference Number 0619

Attached are copies of Bids received for the 1982 Requirements for Powdered Activated Carbon for the Filtration Plant. Purchase Order Number A-010119 has been assigned to Husky Industries, Inc.

Of the three bids received for Powdered Activated Carbon, the Bid from Husky Industries, Inc. was the lowest bid, as well as meeting all specifications required.

Please include the attached supporting information when this ordinance is submitted to City Council for Approval. Also, Please insure that no confirming Purchase Order number is given to Husky Industries, Inc. until Purchasing receives written confirmation of Council Approval.



Aaron M. Gluck, Director
Department of Purchases

APPROVED
Board of Public Works

The W. Stal
Mark Anderson State
Betty R. Collins

Council
12/8/81

71-130-10
11/25/81

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Accrue your reply as business seems.

*Mail all replies and correspondence, etc. to Attn: Aaron M. Gluck DEPARTMENT OF PURCHASES

Room 940, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Filtration Plan

Griswold Drive

Address Fort Wayne, IN 46803

RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Closing October 15, 1981 at 11:00 am.

Time of Bids

FACTS: THE CITY IS EXEMPT FROM FEDERAL LICENSE AND INDIANA STATE SALES TAX. THIS CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14681. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for data

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total
		1982 REQUIREMENTS.		
		POWDERED ACTIVATED CARBON - REQUIREMENTS ATTACHED		
		Our estimated annual requirement will be 350 tons		
		If one bidder should submit a substantially lower guaranteed firm price, very serious consideration will be given to awarding a large portion of our requirements to that company.	\$606.60	\$212,310.00
		The item will be shipped only upon issuance of departmental purchase orders, as our need dictates.		
		The accompanying NON-COLLUSION AFFIDAVIT and BID SURETY FORM must be properly executed as a part of your bid.		
		We require a guaranteed firm price for all shipments made to us during the Period of January 1, 1982 thru December 31, 1982.		
		We reserve the right to divide the purchases among those bidders who in our estimation furnish satisfactory products.		
		Affirmative Action: One File: Attached: X		

Bid Bond required % Performance Bond %
See Instructions Item No. 15 on reverse side hereof.

Terms 0 % cash discount if paid within 30 days from delivery and acceptance of goods or completion of service.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereto, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and as to price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidder furnish the information requested above.

ICI Americas, Incorporated

1100 N. Meridian Street, Indianapolis, Indiana 46204
 Type of Company: Activated Carbon Sales
 Gerald P. Giese
 Address: Concord Pike & Murphy Road
 City: Wilmington, DE 19897 Date: 10/8/81



ICI Americas Inc.

ICI
Chemical
Specialties
Company

October 12, 1981

Mr. Aaron M. Gluck
Dept. of Purchases
Room 940
#1 Main Street
Fort Wayne, IN 46803

Dear Mr. Gluck:

Thank you for the opportunity to bid on your 1982 powdered activated carbon requirements. ICI Americas Inc. bids HYDRODARCO B powdered activated carbon for your system. HYDRODARCO B meets all AWWA B600-78 specifications and is effectively used for removal of taste and odor compounds from potable water supplies.

Attached is our bid for your bid reference #619. These bid prices will remain firm for the term of our agreement. I have also attached a non-collusion affidavit, a bid bond for \$10,615.50 and an information bulletin outlining the typical values of HYDRODARCO B as compared with AWWA B600-78 specifications. Under separate cover, a one pound sample of our HYDRODARCO B has been sent to your attention.

Our affirmative action program information is also enclosed with this bid.

Terms and conditions of sales will be governed by the attached General Conditions, Paragraph 8 amended, Paragraphs 9 & 10 deleted.

If you have any questions, please contact me at 800-441-7757, ext. 3549.

Very truly yours,

Gerald P. Gise
Activated Carbon Sales

GGP/pal
Attachments
10-87



HYDRODARCO® B Powdered Activated Carbon for Treatment of Municipal Water Supplies

HYDRODARCO B is a specialty activated carbon with a high capacity for absorption of organics causing taste and odor problems in water supplies. This product is finely ground to obtain a high degree of suspendability in water.

HYDRODARCO B is the most effective water treatment carbon available for the removal of tannins and humic acid, which are precursors of chloroform and other volatile organics, all of which are the principal causes of taste and odor in municipal drinking water. Tannins and humic acids are formed by decaying matter such as tree stumps and peat moss and are prevalent in most water supplies.

HYDRODARCO B is also highly effective in P.C.B. (Polychlorinated Biphenyls) removal.

TYPICAL PROPERTIES

	Typical Values	AWWA B-600-78* Specifications
Iodine No.	580	500 (min)
Modified Phenol Value	28 MPV (3.2 g/l)	30 max. MPV (3.5 g/l)
Tannin Value**	350	Tannin not more than 10% greater than reference sample
Odor Absorption Capacity	Reference sample furnished	Taste and odor reduction not less than 70% of reference sample
Moisture (as packed)	4%	8% max.
Apparent Density	0.6 gms/ml	0.2 - 0.75 gms/ml
Particle size distribution		
through 100 mesh (%)	99	99 min.
through 200 mesh (%)	98	95 min.
through 325 mesh (%)	97	90 min.

*HYDRODARCO B conforms to AWWA B-600-78 standards for potable water treatment

**ppm carbon required to reduce 20 ppm tannin to 2 ppm.

PACKING AND SHIPPING

HYDRODARCO B is available in bulk cars or bulk trucks. For smaller shipments, HYDRODARCO B is packed in 3-ply bags, net weight 50 lbs., which can be palletized in 2,000 lb. loads.

GENERAL CONDITIONS

(1) MISCELLANEOUS. This agreement contains all the terms and conditions of sale and purchase of the materials named herein and constitutes the complete understanding of the parties with respect thereto. No modification, extension or release from any provision hereof shall be effected by mutual agreement, acknowledgement, acceptance of purchase order or shipping instruction forms, or otherwise, unless the same shall be in writing, signed by the party to be bound, and specifically described as an amendment or extension of this agreement.

No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in writing signed by the party to be bound.

This agreement and performance hereunder shall be construed and governed by the laws of Delaware.

Neither this agreement nor any interest therein shall be transferred or assigned by the parties except upon the prior written consent of the other party.

(2) SHIPMENTS. On or before the 20th day of each month, Buyer shall furnish Seller definite shipping instructions for the quantity of material required during the succeeding month. Seller reserves the privilege of not shipping in any month more than a prorated amount of the maximum quantity ordered hereby, or, at Seller's option, more than an amount equal to Buyer's past average monthly purchases of such materials. Seller's weights taken at shipping point shall govern. Title to all materials sold hereunder shall pass to Buyer upon Seller's delivery at the F.O.B. point indicated unless otherwise indicated on the face hereof.

(3) BUYER'S CREDIT. Seller reserves the right, among other remedies, either to terminate this agreement or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

(4) EXCUSE OF PERFORMANCE. Neither party shall be subject to any liability for delay in performance, or non-performance, as a result of fire, flood, natural catastrophe, strike, labor trouble, accident, riot, act of governmental authority or compliance with government request, act of God, or other contingencies and circumstances beyond its reasonable control interfering with the production, supply, transportation, or consumption of the materials covered by this agreement or with the supply of any raw materials (including energy sources) used in connection therewith, or the inability of Seller to purchase raw materials at a commercially reasonable price, or in the event Seller ceases or suspends the operation of any facility where it is producing any quantity of material deliverable hereunder and such termination or suspension is made by Seller because said facility, the operation thereof and/or the products therefrom violate or fails to comply with any applicable governmental law, regulation, ordinance, standard, order or decree relating to pollution, ecology, health, safety, health or environmental matters. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall otherwise remain unaffected. Seller may, during any period of shortage due to any cause, prorate and allocate its supply of such materials among itself for its own consumption, its affiliated companies, its contract customers and its regular customers not then under contract in such manner as may be deemed fair and reasonable by Seller. In no event shall Seller be obligated to purchase any materials in the marketplace to satisfy its obligations hereunder.

(5) LIMITED WARRANTY. Subject to the limitation of Section 6, Seller warrants title and that all materials sold hereunder shall conform to Seller's standard specifications. All materials delivered hereunder shall be produced in compliance with the Fair Labor Standards Act of 1938, as amended. SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE MATERIAL, whether used alone or in combination with other substances. Any suggestions made by Seller concerning uses or applications of said materials reflect Seller's opinion only and Seller makes no warranty of results to be obtained.

(6) LIMITATION OF LIABILITY. Within fifteen days after receipt of each shipment of material sold hereunder, Buyer shall examine such

material for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage or non-delivery of goods, negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Seller within thirty days after Buyer's receipt of the goods. Failure of Buyer to give notice of any claim within such time period shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have been discovered or whether processing, use or resale of the material shall have taken place. BUYER'S EXCLUSIVE REMEDY SHALL BE FOR DAMAGES AND SELLER'S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ALLEGED NEGLIGENCE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MATERIAL IN RESPECT TO WHICH THE CLAIM IS MADE, OR AT THE ACTUAL COST OF REPAIR OR REPLACEMENT OF SUCH MATERIAL. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the material. In no event shall Seller be liable for special, incidental or consequential damages, whether Buyer's claim is in contract, negligence, strict liability or otherwise. Transportation charges for the return of material shall not be paid unless authorized in advance by Seller.

(7) PATENTS. Except as to material manufactured to designs or specifications of Buyer, Seller agrees to indemnify and hold Seller harmless from all costs and damages awarded against Buyer for infringement of any United States patent claims covering the materials in the form in which it is furnished hereunder, provided that said liability results from Buyer's use or sale of the material furnished and provided that Buyer has given Seller prompt notice of any suit for infringement brought against Buyer and has permitted Seller to defend such suit. However, in no event shall Seller be liable for the use or sale of the materials furnished hereunder in combination with other materials or in the operation of any process. Buyer shall indemnify and hold Seller harmless from liability for costs or damages awarded against Seller for infringement of any United States patent claims covering the materials manufactured to designs or specifications of Buyer.

(8) FREIGHT AND TAXES. Any increase in freight rates payable by Seller or charges caused by this agreement and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by Seller because of the production, sale or delivery of the materials, other than income or franchise taxes, may, at Seller's option, be added to the purchase price herein specified.

(9) ADJUSTMENT TO PRICE AND TERMS. At any time during the term of this agreement, Seller may, upon written notice to Buyer, change the price, transportation or payment terms specified herein, effective on the date set forth in such notice. Seller's prices and terms of delivery as in effect on date of shipment shall govern. Buyer's failure to make written objection of any such change within fifteen days of such notice shall be deemed acceptance thereof. If Buyer does make timely objection, Seller shall notify Buyer within fifteen days of such objection of Seller's election to either terminate the agreement or to supply Buyer under the agreement as in effect immediately prior to the announced change. Seller reserves the right to terminate this agreement on thirty days' written notice if any governmental authority in any way restricts or limits the right of Seller to increase its prices or to continue any price already in effect.

(10) PRICE PROTECTION. If a bona fide lower delivered price is quoted to Buyer for materials manufactured in the United States of equal quality in similar quantities contracted for herein, Seller, at its option, within fifteen days of Buyer's giving Seller written notice and proof of said lower price, shall either meet said lower price or release Buyer from its obligations to purchase hereunder to the extent Buyer purchases such material from the manufacturer making such offer. The quantity so purchased by Buyer shall be deducted from the quantity covered by this agreement.

(11) UNLOADING AND DEMURRAGE. Seller's delivery equipment, if furnished hereunder, is with the understanding that Buyer will use all reasonable effort to unload and return the same to delivering carrier within the tariff or contracted period free of demurrage or extra detention charges. Demurrage or extra detention charges on such equipment is for Buyer's account.

NOTICE TO BUYER

Claims for freight allowance must be accompanied by original receipted freight voucher. Before accepting goods from the transportation company, please see that you get each article, until shipment is short or damaged, refuse the goods until the transportation agent notes the

shortage or damage in writing on the freight receipt which you should require from him. On carload shipments take full car seal record and note whether seals are intact.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations relating to the conditions on the reverse hereto, are required on the following list of materials, supplies, equipment or services, for the department as indicated, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Against your quote so indicate below.

Mail all quotes and correspondence, etc. to Attn of Aaron M. Gluck DEPARTMENT OF PURCHASES

Room 910, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Filtration Plan
or Division

Address Griswold Drive

Fort Wayne, IN 46803

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing October 15, 1981 at 11:00 am.

Time of Bids

TAXES: THE CITY IS EXEMPT FROM FEDERAL TAXES AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 3482. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 13 on reverse hereto for data
TAX EXEMPT (Unless otherwise indicated)

Capacity	Unit	Materials, Supplies, Equipment or Services	Unit Price	
		<u>1982 REQUIREMENTS.</u> <u>POWDERED ACTIVATED CARBON - REQUIREMENTS ATTACHED</u>		
350	Tons	Our estimated annual requirement will be 350 tons Aqua-Nuchar in Pressure Bulk Trucks If one bidder should submit a substantially lower guaranteed firm price, very serious consideration will be given to awarding a large portion of our requirements to that company.	767.73 Per Ton	
350	Tons	The item will be shipped only upon issuance of departmental purchase orders, as our need dictates. Aqua PAC in Pressure Bulk Trucks The accompanying NON-COLLUSION AFFIDAVIT and BID SURETY FORM must be properly executed as a part of your bid.	607.73 Per Ton	\$212,705.50
		We require a guaranteed firm price for all shipments made to us during the Period of January 1, 1982 thru December 31, 1982.		
		We reserve the right to divide the purchases among those bidders who in our estimation furnish satisfactory products.		
		Affirmative Action: One File: XX Attached:		

Bid Bond required 5% Performance Bond
See Instructions Item No. 15 on reverse side hereto.

Terms * % cash discount if paid within days from delivery and acceptance of goods or completion of service

*Net 30 days from date of invoice

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereto, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and as to price and expense each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested.

WESTVACO CORPORATION

S. L. Torrence Name of Company
S. L. Torrence General Manager
Address WESTVACO CORPORATION - Carbon Dept.
City Covington, VA 24426 Date 10/13/81

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereto, are requested on the following list of materials, supplies, equipment or services, for the Department as indicated, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all notices and correspondence, re: to Attn. of Aaron M. Gluck DEPARTMENT OF PURCHASES

Room 940, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Filtration Plan
or Division

Address Griswold DriveAddress Fort Wayne, IN 46803

RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Closing October 15, 1981 at 11:00 am.Time of Bids October 15, 1981 at 11:00 am.

THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THIS CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14424. PRICES SHOULD NOT INCLUDE THESE TAXES. See instructions to Bidders' No. 19 on reverse hereto for date TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Description	Unit Price	As
		1982 REQUIREMENTS.		
		POWDERED ACTIVATED CARBON - REQUIREMENTS ATTACHED		
		Our estimated annual requirement will be 350 tons		
<u>FIRM PRICE</u>		If one bidder should submit a substantially lower guaranteed firm price, very serious consideration will be given to awarding a large portion of our requirements		
\$460.00/Ton PRODUCT		\$126.38/Ton Freight given to awarding a large portion of our requirements		
\$586.38/Ton DELIVERED		that company.	40,000# Truck	\$586.38/Ton
<u>Firm Base Only</u>		The item will be shipped only upon issuance of departmental purchase orders, as our need dictates.		The above price firm thru
<u>Freight Increases</u>				contract period.
\$460.00/Ton PRODUCT		The accompanying NON-COLLUSION AFFIDAVIT and BID SURETY FORM must be properly executed as a part of your bid.	40,000# Truck	\$574.89/Ton
\$114.89/Ton Freight				Base price is firm thru
\$574.89/Ton DELIVERED				contract period,
Sample sent under separate cover.		We require a guaranteed firm price for all shipments made to us during the Period of January 1, 1982 thru December 31, 1982.		all freight increases to be assumed by the buyer.
		We reserve the right to divide the purchases among those bidders who in our estimation furnish satisfactory products.		
		Affirmative Action: One File: <input checked="" type="checkbox"/> Attached:		

Bid Bond required 5% Performance Bond NO YES

Net 30 Days See Instructions Item No 13 on reverse side hereto.

Term -0- % cash discount if paid within -0- days from delivery and acceptance of goods or completion of service.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereto, the undersigned offers and agrees, If this bid be accepted within a reasonable time from date of delivery, to furnish, pay or make all the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within -0- days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sig Here

HUSKY INDUSTRIES, INC.

James L. Gluck Manager of Company

VP - East. Oper

Address Rte. 5, Box 275

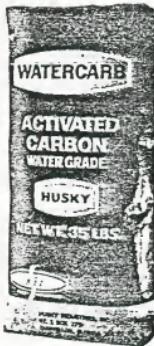
Dunnellon FL 32630

Date 10/07/81

**WATERCARB
ACTIVATED CARBON**



**WATERCARB
POWDERED
ACTIVATED CARBON**



Weight, 35 lbs.

Meets A.W.W.A. B-600-78,
Sec. 3.2, Sec. 3.3, Sec.
3.2.1 available.

Bag size, 20" x 33"

Bag construction: 4 ply:
3-40; P.E. FILM; 1-50

Bulk in rail cars or trucks

Husky Powdered Activated Carbon meets A.W.W.A. specifications B-600-78 for treatment of potable drinking water. A representative sales specification shown below:

Modified Phenol Value (ppm)	18 ± 2
Modified Phenol Value (g/l)	1.82-2.28
Density, #/cu. ft.	28-32
Dispersion	220-240
Suspendability, %	75-80%
Iodine Number, Min.	550
Iodine Value, Min.	80
Moisture, % Max. (When Shipped)	5%
Total Ash, % Max.	7%
Acid Insoluble Ash, % Max.	1.5%
Fineness, U. S. Sieve Series	
Thru 100 Mesh, % Min.	99%
Thru 200 Mesh, % Min.	97%
Thru 325 Mesh, % Min.	90%

Husky Activated Carbon, "Watercarb" available from Romeo, Florida. Shipped in 35 lb. bags either loose, on pallets, in boxes on pallets, or in slipover bags. Also shipped in railcars and company owned and operated trucks. Husky Activated Carbon is totally compatible with all municipal water treatment use and application systems.

HUSKY INDUSTRIES

INDUSTRIAL DIVISION

Route 5, Box 275 Dunnellon, Florida 32630
Phone: 904-489-3336

Memorandum

To Aaron M. Gluck, Director of Purchasing Date November 2, 1981
From Glen R. Patrick, Superintendent, Filtration Plant
Subject Water Treatment Chemicals for Year 1982

COPIES TO:

I recommend purchasing water treatment chemicals for the Filtration Plant from the following vendors:

Bid No. 617 - Pebble Lime

Marblehead Lime Co. and Mississippi Lime Co.

Divide our purchases between these two bidders. It has long been our policy to maintain two sources of supply for pebble lime. In the event one supplier experiences labor or production problems, the other supplier can maintain our requirements.

The available calcium oxide (CaO) content of Black River Mining Co. (lowest bidder) is 88-90 percent. An available calcium oxide content of less than 90 percent is considered poor quality lime. The available calcium oxide content for both Marblehead Lime Co. and Mississippi Lime Co. will average between 92-96 percent. Technical data sheets from all three of the lime companies are attached along with an analysis of lime samples performed by the Filtration Plant laboratory.

Bid No. 618 - Soda Ash

Allied Chemical Corporation

One of three identical low bidders.

Bid No. 619 - Powdered Activated Carbon

Husky Industries, Inc. - Watercarb

Lowest bidder.

Bid No. 620 - Ferric Sulfate

Cities Service Company

Only bidder.

Aaron M. Gluck, Director of Purchasing
Water Treatment Chemicals for Year 1982

Page -2-

Bid No. 621 - Sodium Chlorite

Herbert-Verkamp-Calvert Chemical Co.

Other bidder was for crystal sodium chlorite in 100# drums, not liquid sodium chlorite as per our specifications.

Bid No. 622 - Anhydrous Ammonia

Ulrich Chemical, Inc.

One of two identical low bidders.

Bid No. 623 - Sodium Silicofluoride

Chemtech Industries

Lowest bidder.

Bid No. 624 - Liquid Chlorine

Herbert-Verkamp-Calvert Chemical Co.

Lowest bidder, when no demurrage clause is taken into consideration.

Bid No. 625 - Liquid Carbon Dioxide

Liquid Carbonic Corporation

Lowest bidder.

TITLE OF ORDINANCE CITY UTILITIES PURCHASE ORDER A-010119, FOR THE 1982 REQUIREMENTS FOR
POWDERED ACTIVATED CARBON FOR THE FILTRATION PLANT.
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-81-12-24

SYNOPSIS OF ORDINANCE CITY UTILITIES PURCHASE ORDER A-010119, FOR THE 1982 REQUIREMENTS FOR
POWDERED ACTIVATED CARBON FOR THE FILTRATION PLANT. PURCHASE ORDER HAS BEEN ASSIGNED
TO HUSKY INDUSTRIES, INC. OF THE THREE BIDS RECEIVED FOR POWDERED ACTIVATED CARBON
(WATER TREATMENT CHEMICAL), THE BID FROM HUSKY INDUSTRIES, INC. WAS THE LOWEST
BID, AS WELL AS MEETING ALL SPECIFICATIONS REQUIRED.

EFFECT OF PASSAGE THE 1982 REQUIREMENTS FOR POWDERED ACTIVATED CARBON WILL BE MET.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED WILL NOT BE MET.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) CITY UTILITIES BLANKET PURCHASE
ORDER FOR 1982, APPROXIMATELY 350 TONS @ \$460.00 PER TON ORDERED.

ASSIGNED TO COMMITTEE